Waters Edge
Community Development District

Board of Supervisors’ Meeting
February 28, 2019

District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1615

www.watersedgecdd.org
WATERS EDGE
COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654

Board of Supervisors
Edward Grillo Chairman
Roger LeBlanc Vice Chairman
Michael McCarthy Assistant Secretary
Michaela Ballou Assistant Secretary
Teri Geney Assistant Secretary

District Manager
Christine Perkins Rizzetta & Company, Inc.

District Counsel
John Vericker Straley Robin & Vericker

District Engineer
Greg Woodcock Cardno TBE

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813)533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waters Edge Community Development District will be held on Thursday, February 28, 2019 at 3:30 p.m. at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654. The following is the agenda for this meeting.

1. CALL TO ORDER/ROLL CALL
2. AUDIENCE COMMENTS ON AGENDA ITEMS
3. BUSINESS ADMINISTRATION
   A. Consideration of Minutes of the Board of Supervisors’ Meeting held on January 24, 2019.................................................Tab 1
   B. Consideration of Operation and Maintenance Expenditures for January 2019..............................................................Tab 2
4. STAFF REPORTS
   A. District Engineer
      1. Waters Edge SWFWMD Pond Erosion Memo .....................Tab 3
      2. Waters Edge SWFWMD O&M Certification..........................Tab 4
      3. Advanced Drainage & Hydro Proposal for Storm Issues/Erosion Repairs.................................................................Tab 5
   B. Aquatics Manager
      1. Presentation of the February 2019 Waterway Inspection Report.................................................................Tab 6
   C. Field Services Manager
      1. Presentation of the February 2019 Field Inspection Report.................................................................Tab 7
   D. District Counsel
   E. District Manager
      1. Presentation of Action Items List.............................................Tab 8
5. BUSINESS ITEMS
   A. Discussion of Wildlife Trapping Services
   B. Discussion of District Website ADA Compliance
      1. Consideration of Proposal for Website ADA Compliance Services.................................................................Tab 9
      2. Master Service Agreement for ADA Site Compliance .......Tab 10
6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
7. ADJOURNMENT
We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

With Warm Regards,

Christine Perkins
Christine Perkins
District Manager
Tab 1
WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT
January 24, 2019 – Minutes of Meeting
Page 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Waters Edge Community Development District was held on Thursday, January 24, 2019, at 5:00 p.m. at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, Florida 34654.

Present and constituting a quorum:

Edward Grillo  Board Supervisor, Chairman
Roger LeBlanc  Board Supervisor, Vice Chairman
Michaela Ballou  Board Supervisor, Assistant Secretary
Michael McCarthy  Board Supervisor, Assistant Secretary
Teri Geney  Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber  District Manager, Rizzetta & Company
Scott Green  Field Services Manager, Rizzetta & Company
Tyree Brown  Field Services Supervisor, Rizzetta & Company
John Vericker  District Counsel, Straley Robin & Vericker (via phone)
Greg Woodcock  District Engineer, Cardno TBE
Morgan Melatti  Aquatic Systems

Audience

FIRST ORDER OF BUSINESS  Call to Order

Mr. Huber called the meeting to order and performed the roll call.

SECOND ORDER OF BUSINESS  Audience Comments on Agenda Items

There were no audience comments.
THIRD ORDER OF BUSINESS
Consideration of Minutes of the Board of Supervisors’ Meeting held on November 29, 2018

On a Motion by Ms. Ballou, seconded by Mr. LeBlanc, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors’ Regular meeting held on November 29, 2018 for the Waters Edge Community Development District.

FOURTH ORDER OF BUSINESS
Consideration of Operation and Maintenance Expenditures for November 2018 & December 2018

Mr. Grillo commented that he was aware that the District had paid two reclaimed water invoices, however they were not yet reflected in the expenditures being presented. Mr. LeBlanc remarked that the monthly financials were seemingly distributed later than usual, as they had just been disseminated that morning. Thus, the desire was to ensure that the Board receive financial statements with enough time for thorough review prior to the meeting. Ms. Geney inquired about the monthly Aquatic Systems billing, which had previously included the monthly $99.00 charge for the lake assessments, however was discontinued as of January 2019. Ms. Ballou questioned the Yellowstone invoice relating to the recently-completed second row of irrigation that was installed. Discussion ensued pertaining to the goals of the project and coverage areas. Ms. Geney inquired about not receiving Board Supervisor compensation for the December 2018 meeting.

On a Motion by Mr. McCarthy, seconded by Mr. LeBlanc, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for November 2018 ($26,758.46) & December 2018 ($8,943.19) for the Waters Edge Community Development District.

FIFTH ORDER OF BUSINESS
Staff Reports

A. District Engineer
1. Presentation of CDD Drainage Pond/Littoral Shelf Inventory

Mr. Woodcock communicated that he reviewed the SWFMD permits, referencing the map and spreadsheet indicating the littoral zones located within the community, as there are 26 total. Mr. Woodcock reviewed littoral zones, as any wet pond must have at least 35% of that pond designated for purposes of an outflow littoral shelf, allowing for plants and vegetation to grow prior to discharge to wetland areas. Mr. Woodcock confirmed that plantings are not necessary to be installed on every littoral shelf. Discussion ensued about invasive species maintenance and general aesthetics. Mr. Woodcock indicated that during the inspection process, if any issues or invasive species were found to be present, he would communicate accordingly to Aquatic Systems for maintenance. Mr. Woodcock additionally mentioned that a new map would be produced with the appropriate street names after Mr. LeBlanc questioned the roads delineated on the report. Mr. Woodcock mentioned that Phases 1, 5, 6,
SWFMD operations and maintenance inspections are coming due, and based on his current observations, everything is operating as designed per the permit, however there were a few minor issues relating to an outfall and skimmer. Mr. Woodcock further mentioned some areas of erosion that were identified, and he would provide a proposal for the Board’s consideration at the next meeting to remediate accordingly alongside the report. Additionally, Mr. Woodcock touched on the re-sodding that was forthcoming on Belle Haven Drive, to which the resident has requested to wait until the cold weather passes for the sod installation to commence.

B. Aquatics Manager

1. Presentation of January 2019 Waterway Inspection Report

Ms. Melatti presented the January 2019 Waterway Inspection Report to the Board, remarking that it’s been unseasonably rainy as of late in comparison to the previous year. As it pertained to algae growth in the reclaimed water pond, Ms. Melatti communicated that they have hit their legal limit in applying chemical treatments. Mr. Grillo inquired about the process of getting ahead of problematic ponds, to which Ms. Melatti touched on treatments utilized. Discussion ensued about general treatment of algae and methods of combatting undesired growth, as well as previously-discussed erosion that’s been indicated.

C. Field Services Manager

1. Presentation of January 2019 Field Inspection Report

Mr. Brown introduced Mr. Green to the Board as the District’s new Field Services Manager. Ms. Ballou expressed her appreciation of having a more-recent report included within the agenda. Mr. McCarthy inquired about a dead tree that was down on pond #39 and referenced within the report, as there should have been a proposal submitted for approval. Mr. Green confirmed that the tree should be removed. Discussion ensued on the process of addressing issues, requesting proposals, and timelines to reach resolutions.

D. District Counsel

Mr. Vericker had nothing new to report. Ms. Ballou inquired about ADA website compliance topic that was touched on at the CDD 101. Discussion ensued that this would be a forthcoming topic on the next agenda for the Board’s discussion and review. Ms. Geney volunteered to be the liaison to review and research this topic further.

E. District Manager

1. Presentation of Action Item List

Mr. Huber presented the Action Item List to the Board and announced that the next regularly-scheduled meeting would be held on February 28, 2019 at 3:30 PM at the Waters Edge Clubhouse.
SIXTH ORDER OF BUSINESS
Consideration of Proposal from
Cascade Fountains for Front
Architectural Fountain Repair

1. General Review of Previous Invoices from Cascade Fountains

On a Motion by Mr. LeBlanc, seconded by Mr. McCarthy, with all in favor, the Board
of Supervisors approved the Cascade Fountains Proposal at a Not-to-Exceed
amount of ($3,000.00) for the Waters Edge Community Development District.

SEVENTH ORDER OF BUSINESS
Audience Comments and Supervisor
Requests

Mr. McCarthy asked for Mr. Green’s email.

Mr. Grillo commented on the District being $10,000 over budget.

Ms. Ballou expressed concern over the aesthetics of the wall on Moon Lake
Road. Discussion ensued on ownership, as well as the potential to solicit quotes
that would treat the wall via other methods outside of pressure washing.

EIGHTH ORDER OF BUSINESS
Adjournment

On a Motion by Mr. McCarthy, seconded by Ms. Geney, with all in favor, the
Board of Supervisors adjourned the meeting at 6:00 p.m. for Waters Edge
Community Development District.

Secretary/Assistant Secretary
Chairman/Vice Chairman
Tab 2
Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2019 through January 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented $23,866.91

Approval of Expenditures:

__________________________________
______ Chairperson

______ Vice Chairperson

______ Assistant Secretary
## Waters Edge Community Development District
### Paid Operation & Maintenance Expenditures
#### January 1, 2019 Through January 31, 2019

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<td>Fountain Design Group, Inc.</td>
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<td>Quarterly Fountain Cleaning Service 12/18</td>
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<td>Wildlife Trapping 01/19</td>
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<td>11237106</td>
<td>9019 Creedmoor Reclaim Lane</td>
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<td>TG112918</td>
<td>Board of Supervisors Meeting 11/29/18</td>
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<td>Removal &amp; Sod Install 12/18</td>
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<td>Replace 2-Wire Sidell Entrance 01/19</td>
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**Report Total**                                                                 $ 23,866.91
# Invoice

**Invoice Date:** 1/1/2019  
**Invoice Number:** 0000432583  
**Customer Number:** 0062091  
**Payment Terms:** Net 30  

## Details

- **Water’s Edge CDD**  
  - C/O Rizzetta & Company  
  - 5844 Old Pasco Rd #100  
  - Wesley Chapel, FL 33544

## Table

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**Date Rec’d Dist Office**  
**CP 1/4/19**

**DM Approval**  
**JAN 04 2019**

**Fund:** 031  
**GL:** 53800  
**CC:** 41005

**Sales Tax:** 0.0%  
**Less Payment:** $0.00  
**Total Due:** $2,041.00

---

*A 1.5% finance charge is added to balances 31 or more days past due*

---

**PLEASE RETURN THIS PORTION WITH PAYMENT.**  
**MAKE CHECKS PAYABLE TO:** *Aquatic Systems, Inc.*

- □ Address Changes (Note on Back of this Slip)  
  - *Please include contact name and phone number*

---

**Aquatic Systems, Inc.**  
**2100 NW 33rd Street**  
**Pompano Beach, FL 33069**

**Amount Paid:** $2,041.00

---

**Thank you for your business!**
FOUNTAIN DESIGN GROUP, INC.
CASCADE FOUNTAINS
7628 N.W. 6th AVENUE
BOCA RATON, FL. 33487
Phone # 561-994-3939

Bill To
WATERS EDGE CDD
RIZZETTA & CO
3434 CLOWELL AVENUE, STE 200
TAMPA, FL 33614

Ship To

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<th>Ship</th>
<th>Via</th>
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<td>QUARTERLY FOUNTAIN CLEANING SERVICE SALES TAX</td>
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Date Rec'd Dist Office

DM Approval CP 1/4/19
Date Entered JAN 04 2019
Fund 001  GL 53800 CC 4601
Check #

Total
$335.00
State Wildlife Trapper  
2103 W Rio Vista Avenue  
Tampa, FL  33603 US  
trapperjerry@gmail.com

**INVOICE**

**BILL TO**  
Waters Edge

**INVOICE #** 1186  
**DATE** 01/14/2019  
**DUE DATE** 01/29/2019  
**TERMS** Net 15

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<td><strong>State Wildlife Trapping</strong></td>
<td>1</td>
<td>900.00</td>
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Service for January 2019  
1 trap/ 3 cameras currently in use

LTD: 41 hogs removed  
YTD: 41 hogs removed  
MTD: 9 hog removed

Note:  
We are using every means possible in order to eliminate the hog population in your area.

Thank you for doing business with us.

**BALANCE DUE**  
$900.00

Make all checks payable to: Jerry Richardson

A late fee of 15% late fee will be applied if not paid within 10 days from date.

If you have any questions concerning this invoice, please contact:  
Jerry Richardson, Phone 813-390-9578; email - trapperjerry@gmail.com

A 30 day notice is required to terminate trapping service in writing.  
Termination fees may apply.

Date Rec'd Dist Office  
JAN 15 2019

DM Approval  
1/30/19

Date Entered  
JAN 24 2019

Fund 001 GL 57900 CC 6400

Check #
WATERS EDGE CDD

Service Address: **9019 CREEDMOOR RECLAIM LANE**

Bill Number: 11237106
Billing Date: 11/29/2018
Billing Period: 10/9/2018 to 10/29/2018


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Usage History
Reclaimed 5413

October 2018

Conserve water and check for leaks to prevent wasting water and money. Please visit www.PascoCountyUtilities.com for conservation tips.

Date Rec’d Rizzetta & Co., Inc. _____________
D/M approval _____________ Date 1/4/18
Date entered DEC 07 2018
Fund 001 GL 53402 OC 4302
Check # _____________

Please return this portion with payment.

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

Check this box if entering change of mailing address on back.

WATERS EDGE CDD
5844 OLD PASCO ROAD SUITE 100
WESLEY CHAPEL FL 33544

Please return this portion with payment.

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

Check this box if entering change of mailing address on back.

WATERS EDGE CDD
5844 OLD PASCO ROAD SUITE 100
WESLEY CHAPEL FL 33544

013813923100671091123710670001786297
WATERS EDGE CDD
Service Address: 9019 CREEDMOOR RECLAIM LANE
Bill Number: 11371282
Billing Date: 12/27/2018
Billing Period: 10/29/2018 to 11/29/2018

New Water & Sewer rates, charges, and fees take effect Oct. 1, 2018.
Please visit bit.ly/ratechanges2019 for additional details.

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<th>Read</th>
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Usage History
Reclaimed

November 2018
9951
October 2018
5413

Previous Bill
1,786.29
Past Due
1,786.29
Current Transactions
Reclaimed
Reclaimed
9,951 Thousand Gals X $0.33
3,283.83
Adjustments
Late Payment Charge
178.63
Total Current Transactions
3,462.46

TOTAL BALANCE DUE
$5,248.75

*Past due balance is delinquent and subject to further fees and immediate disconnect.

Date Rec'd Dist Office

DM Approval
CP 1/4/19
Date Entered
JAN 04 2019
Fund
001
GL 5360 CC 4302

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of mailing address on back.

WATERS EDGE CDD
5844 OLD PASCO ROAD SUITE 100
WESLEY CHAPEL FL 33544

013813923100671091137128210005248753
Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL  33614

Bill To:
WATERS EDGE CDD
3434 Colwell Avenue, Suite 200
Tampa FL  33614

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Subtotal: $3,783.08

Total: $3,783.08
Rizzetta Technology Services  
3434 Colwell Avenue  
Suite 200  
Tampa FL  33614  

Bill To:  
WATERS EDGE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL  33614  

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D/M approval CP  Date 12/20/18  
Date entered DEC 20 2018  
Fund 001 GL 51300 OC 3103  
Check #

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Subtotal $175.00  
Total $175.00
WATERS EDGE CDD
C/O RIZZETTA & COMPANY
5844 OLD PASCO ROAD
SUITE 100
WESLEY CHAPEL, FL 33544

December 25, 2018

Client: 001219
Matter: 000001
Invoice #: 16527

Page: 1

For Professional Services Rendered Through December 15, 2018

SERVICES

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<th>Date</th>
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<th>Description of Services</th>
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<td>REVIEW CDD AUDIT NOTICE; PREPARE DISTRICT COUNSEL RESPONSE LETTER.</td>
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<td>11/16/2018</td>
<td>LB</td>
<td>FINALIZE AUDIT RESPONSE LETTER RE FY 2018; PREPARE EMAIL TO J. WASSERMAN TRANSMITTING SAME.</td>
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<td>11/20/2018</td>
<td>JMV</td>
<td>REVIEW EMAIL FROM S. BRIZENDINE; REVIEW CDD FINANCIAL STATEMENTS.</td>
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Total Professional Services 1.3 $332.50

PERSON RECAP

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DISBURSEMENTS

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<td>12/15/2018</td>
<td>Photocopies (3 @ $0.15)</td>
<td>$0.45</td>
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Total Disbursements $0.45
December 25, 2018
Client: 001219
Matter: 000001
Invoice #: 16527

Page: 2

Total Services $332.50
Total Disbursements $0.45
Total Current Charges $332.95

PAY THIS AMOUNT $332.95

Please Include Invoice Number on all Correspondence

JAN 02 2019

Date Rec’d Rizzetta & Co., Inc. 
D/M approval CP Date 1/2/19
Date entered JAN 02 2019
Fund 801 GL 51400 OC 3107
Check # ______________________________
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606  
Telephone (813) 223-9400 * Facsimile (813) 223-5043  
Federal Tax Id. - 20-1778458

WATERS EDGE CDD  
C/O RIZZETTA & COMPANY  
5844 OLD PASCO ROAD  
SUITE 100  
WESLEY CHAPEL, FL 33544

RE: Reclaimed Water

For Professional Services Rendered Through December 15, 2018

<table>
<thead>
<tr>
<th>SERVICES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Person</td>
</tr>
<tr>
<td>11/16/2018</td>
<td>JMV</td>
</tr>
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</table>

Total Professional Services: 0.3 hours, $82.50

<table>
<thead>
<tr>
<th>PERSON RECAP</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Person</td>
<td>Hours</td>
</tr>
<tr>
<td>JMV John M. Vericker</td>
<td>0.3</td>
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</table>

Date Rec'd Rizzetta & Co., Inc.  
D/M approval: Jan 2, 2019  
Date entered: Jan 2, 2019  
Fund: GL 51400 OC 3107  
Check #
December 25, 2018
Client: 001219
Matter: 000004
Invoice #: 16528

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<th>Description</th>
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<tbody>
<tr>
<td>Total Services</td>
<td>$82.50</td>
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<tr>
<td>Total Disbursements</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Current Charges</td>
<td>$82.50</td>
</tr>
</tbody>
</table>

**PAY THIS AMOUNT** $82.50

*Please Include Invoice Number on all Correspondence*
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606  
Telephone (813) 223-9400 * Facsimile (813) 223-5043  
Federal Tax Id. - 20-1778458

WATERS EDGE CDD  
C/O RIZZETTA & COMPANY  
5844 OLD PASCO ROAD  
SUITE 100  
WESLEY CHAPEL, FL 33544

January 23, 2019
Client: 001219
Matter: 000001
Invoice #: 16615
Page: 1

RE: GENERAL

For Professional Services Rendered Through January 15, 2019

<table>
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<tr>
<th>Date</th>
<th>Person</th>
<th>Description of Services</th>
<th>Hours</th>
</tr>
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<tbody>
<tr>
<td>12/16/2018</td>
<td>JMV</td>
<td>REVIEW EMAIL FROM S. BRIZENDINE; REVIEW CDD FINANCIAL STATEMENTS.</td>
<td>0.3</td>
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<tr>
<td>1/14/2019</td>
<td>JMV</td>
<td>PREPARE QUARTERLY BOND DISCLOSURE REPORT.</td>
<td>0.3</td>
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<tr>
<td>1/14/2019</td>
<td>LB</td>
<td>PREPARE DRAFT QUARTERLY REPORT TO DISSEMINATION AGENT FOR PERIOD ENDED DECEMBER 31, 2018.</td>
<td>0.2</td>
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Total Professional Services 0.8 $195.00

PERSON RECAP

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<td>$165.00</td>
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<tr>
<td>LB</td>
<td>0.2</td>
<td>$30.00</td>
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</table>
Total Services $195.00
Total Disbursements $0.00
Total Current Charges $195.00

PAY THIS AMOUNT $195.00

Please Include Invoice Number on all Correspondence

Date Rec'd Dist Office JAN 24 2019
DM Approval CP 1/30/19
Date Entered JAN 24 2019
Fund 001 GL 51400 CC 3167
Check #
WATERS EDGE CDD

Meeting Date: 11/29/2018

SUPERVISOR PAY REQUEST

<table>
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<tr>
<th>Name of Board Supervisor</th>
<th>Check if Present</th>
<th>Check if Paid</th>
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<tbody>
<tr>
<td>Edward Grillo</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Roger LeBlanc</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Michael McCarthy</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Michaela Ballou</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Teri Geney</td>
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<td>X</td>
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MEETING TIME CARD

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Meeting Start Time:</td>
<td>3:30 PM</td>
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<tr>
<td>Meeting End Time:</td>
<td>5:01 PM</td>
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<tr>
<td>Total Meeting Time:</td>
<td>1 hour 31 Minutes</td>
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DM Signature: Christine Perkins

Date Rec'd Rizzetta & Co., Inc. ________________
D/M approval CP Date 1/30/19
Date entered JAN 30 2019
Fund 001 GL 51100 OC 1101
Check # ____________________________
INVOICE
11/30/18

Waters Edge Master HOA, Inc.
c/o Rizzetta & Company, Inc.
5844 Old Pasco Rd, Suite 100, Wesley Chapel, FL 33544
Phone: (813) 994-1001

To:
Waters Edge CDD
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Vendor</th>
<th>Inv #</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>Yellowstone Landscape</td>
<td>237400</td>
<td>11/1/2018</td>
<td>Landscaping Services Nov 2018</td>
<td>7,357.00</td>
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Total: 7,357.00

Date Rec'd Rizzetta & Co., Inc. ________________
D/M approval ____________________________ Date 12/20/18
Date entered ________________ Date DEC 18 2018
Fund 001 GL 53900 OC 4604
Check # ____________________________
**Invoice**

**Invoice:** INV-0000237400  
**Invoice Date:** November 1, 2018

**Bill To:**  
Waters Edge Master HOA  
e/o Rizzetta  
5844 Old Pesce Rd.  
Suite 100  
Wesley Chapel, FL 33544

**Project Number:** 10141195.101  
**Property Name:** Waters Edge  
**Terms:** NET 30

---

<table>
<thead>
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<th>Description</th>
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<td>Monthly Landscape Maintenance (Per Spees in Part 2)</td>
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<td>St Augustine Fertilization</td>
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<tr>
<td>Ornamental Fertilization</td>
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<tr>
<td>Crapes Fertilization</td>
<td>150.00</td>
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**Invoice Total:** 18,392.50

---

Should you have any questions or inquiries please call (386) 437-6211.
Invoice

Invoice: INV-0000243461
Invoice Date: December 31, 2018

Account: 27199
PO Number:

Bill To:
Waters Edge CDD
c/o Rizzetta and Company
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544

Remit To:
Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Terms: NET 30
Project Number: 10141195.201.00033
Project Name: Sod Repl for reclaim line

Invoice Due Date: January 30, 2019
Invoice Amount: $2,272.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tr>
<td>Removal &amp; Install Of Sod</td>
<td>1.00</td>
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Invoice Total $2,272.00

Date Rec'd Rizzetta & Co., Inc. DEC 28 2018
CP Date 1/2/19
JAN 02 2019
Dec. 28 2018

Fund: CO1 GL 53900 OC 4604
Check #:

Should you have any questions or inquiries please call (386) 437-6211.
Invoice

Invoice: INV-0000246898
Invoice Date: January 31, 2019
Account: 27199
PO Number: 

Bill To:
Waters Edge CDD
c/o Rizzetta and Company
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544

Remit To:
Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Terms: NET 30
Project Number: 10141195.201.00037
Project Name: 2-wire Sidew Entrance
Invoice Due Date: March 2, 2019
Invoice Amount: $766.00

<table>
<thead>
<tr>
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<tbody>
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<td>766.00</td>
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</table>

Received JAN 22 2019

Invoice Total $766.00

By: ____________________________

Date Rec'd Dist Office

DM Approval CP 1/30/19

Date Entered JAN 24 2019

Fund 001 GL 53900 CC 4604

Check # _______________________

Should you have any questions or inquiries please call (386) 437-6211.
Tab 3
MEMORANDUM

To: Christine Perkins, Waters Edge CDD District Manager
From: Greg Woodcock, Assistant Project Manager
Project: Waters Edge SWFWMD Pond Erosion Memo
Date: January 24, 2019

On December 2018 Cardno did a desk top review of the pond banks in google earth to determine and significant erosion or issues related to the pond banks. Based on the desk top review Cardno identified areas that appeared to have erosion issues. Cardno visited the site to field verify areas of erosion and below is a summary of erosion issues identified during the onsite review.

Waters Edge Pond Map

Map showing pond designations for Waters Edge.
Maintenance Items

Pond T2 – Restore Pond bank to original condition. Remove eroded silt from pond. Sod all disturbed areas.

Pond T2 – Side bank erosion. Restore to original condition (2 areas). Sod all disturbed areas.
Pond L17 – Restore Pond Bank to original condition

Pond G1 – Coordinate with homeowner at 11304 Biddeford PL regarding pool overflow causing erosion on pond bank. Owner to repair erosion.
Pond C-1 – Erosion identified. Restore Pond Bank to original condition and sod all disturbed areas.

Pond D1 – Erosion around pond inflow pipe. Restore pond bank and repair erosion around and under existing end section and sod all disturbed areas. Pond Bank to original condition and sod all disturbed areas.
Pond L5 - Erosion around pond inflow pipe. Restore pond bank and repair erosion around and under existing end section and sod all disturbed areas. Pond Bank to original condition and sod all disturbed areas.

Pond J1 - Erosion around pond inflow pipe. Restore pond bank and repair erosion around and under existing end section and sod all disturbed areas. Pond Bank to original condition and sod all disturbed areas.
Tab 4
MEMORANDUM

To: Christine Perkins, Waters Edge CDD District Manager

From: Greg Woodcock, Assistant Project Manager

Project: Waters Edge SWFWMD O and M Certification

Date: January 24, 2019

On January 24, 2019 Cardno staff visited the Waters Edge Community Development District to review the stormwater infrastructure for Southwest Florida Water Management District (SWFWMD) permit number 43026810.000. This review was to certify to SWFWMD that the stormwater system is operating and is being maintained per the issued permit.

Location Map

Map showing the area associated with permit 26810.000.
Maintenance Items

Pond L11 – Remove overgrown vegetation from around the pipe outfall and around the sump area.

Pond L-11 – Sidebank Erosion to be restored back to its original condition. Sod all disturbed areas.
Wetland AA1 Overflow Weir – Clear silt build up from under the existing weir. Provide 6” minimum clearance under the existing weir. Remove leaves and branches from overflow structure.
Tab 5
February 9, 2019

Christine Perkins  
Water’s Edge CDD  
20215 Cortez Blvd.  
Brooksville, FL 34601

Proposal for Waters Edge Subdivision maintenance of Stormwater Management System  
Water’s Edge Subdivision SWFWMD 43026810.000  
Pasco, FL

Dear Ms. Perkins:

Advanced Drainage & Hydro Inc. is pleased to present you this proposal to perform the maintenance items as per Greg Woodcock’s e-mail and January 24, 2019 memorandum for storm issues and erosion repairs in regard to the certification for the SWFWMD Permit.

1. The Cleaning of the sump at Pond L-11. Costs ……………….. $ 300.00
2. The pond L-11 erosion at some areas of the embankment estimated at 50 lf will be filled to match grades and CS-350 erosion matte stabled down. Then compacted and sodden. Costs ……………….. $2,720.00
3. Wetland AA-1 overflow weir cleaning and excavation. Costs…………………. $350.00

The total for repairs requested ………………………………………. $ 3,370.00

Note: These repairs need to be done now or before the rainy season and this proposal is good for 45 days. This work can be done in the next three weeks.

If the above meets your approval, we kindly suggest sending us an email with a notice to proceed, e-mail back a signed copy of this proposal or please call us at 813-957-3162. Should you need any further information, please don’t hesitate to contact me.

Sincerely,

Don Kipp  
Project Manager  
Advanced Drainage & Hydro Inc.  
Mobile (813) 957-3162  
Dkipp1@verizon.net

-------------------------------------------  -------------------------------------------
Signature  Date
Tab 6
Waters Edge CDD
Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 2/21/2019

Prepared for:
Ms. Christine Perkins, District Manager
Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

Prepared by:
Morgan Melatti, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office
Corporate Headquarters
2100 N.W. 33rd Street, Pompano Beach, FL 33069
1-800-432-4302
**Site: L10**

Comments: Normal growth observed
Site L10 was seen with perimeter growth of the submersed plant, Slender Spikerush about 5 feet out from the edge of the pond. Total water body treatments planned for the spring will offer the best control if the nuisance plant.

**Site: AA1**

Comments: Treatment in progress
Treatments for rapid filamentous algae growth within site AA1 are being applied as frequently as possible. Reclaimed water is high in nutrients like phosphorus and nitrogen that fuels algae growth. As long as reclaimed water is being introduced into the site algae growth can be expected.
**Site:** Ch1, L11

**Comments:** Treatment in progress

Site CH1 was seen with surface filamentous algae responding positively to algaecide treatments performed during the maintenance visit on 2/18/19 (pictured bottom right). Site L11 is pictured top right in good condition.

**Site:** F1

**Comments:** Normal growth observed

Normal growth of Cattails (shelf, above), Torpedograss and filamentous algae was observed during the site inspection. Treated Cattails and Torpedograss were associated with the algae growth. Regrowth of grasses and algae will be targeted at an upcoming
Comments: Normal growth observed
Slender Spikerush and filamentous algae growth was noted around the perimeter of site C, which characteristically experiences more persistent algae growth. The Slender Spikerush and filamentous algae will be targeted at an upcoming maintenance visit.

Comments: Normal growth observed
A minor amount of filamentous algae and Slender Spikerush growth was noted and accumulating in the southwestern corner of the site. This growth will be targeted at a regularly scheduled upcoming maintenance visit.
Site: D1

Comments: Site looks good
Treatments targeting shoreline grasses have reduced the growth noted during the January waterway inspection. A minor amount of Planktonic algae was noted in the downwind cove of D1 and can be a beneficial part of the ecology in small amounts.

Site: D2

Comments: Requires attention
A Planktonic algae bloom was noted in site D2, which characteristically experiences Planktonic algae activity. This growth requires treatment at an upcoming maintenance visit.
**Comments:** Normal growth observed
Site L14 was seen with Slender Spikerush and filamentous algae growth around the perimeter of the site. This minor perimeter growth will be targeted at a regularly scheduled upcoming maintenance visit.

**Management Summary**
The waterway inspection for Waters Edge CDD was performed on February 21st, 2019 for ten sites in the community. The majority of sites inspected were seen with some growth of Slender Spikerush, a nuisance submerged plant that is seen commonly in waterways throughout the Waters Edge community. The management of Slender Spikerush is designed not to eradicate the plant, but to keep it within acceptable growth habits. Stormwater ponds devoid of vegetation are not functioning, and each pond is treated like a ecological community. Sites experiencing small amounts of vegetative or algae growth can be managed to stay within those levels. Sites experiencing persistent or abundant growth of invasive vegetation and algae may require a treatment plan in addition to monthly maintenance.

The main opposition to algaetreatments within the entrance pond AA1 can be found within the water itself. The use of reclaimed water is known to fuel the growth of photosynthetic organisms such as algae and plants. Reclaimed water studies have found that soil Phosphorus enrichment is beyond levels needed when considered for irrigation purposes. Phosphorus is considered the limiting nutrient of eutrophication, due to its part in the growth and energy production in plants. There have been some researchers that disagree with the high phosphorus levels in reclaimed water and believe that should be removed.

**Recommendations/Action Items**

- Continue Routine Maintenance.

- Target Slender Spikerush Through Upcoming Water-body Treatments.

- Target Filamentous and Planktonic Algae Growth.

Thank You For Choosing Aquatic Systems, Inc.

Aquatic Systems, Inc. 1-800-432-4302
Tab 7
Waters Edge

FIELD INSPECTION REPORT

Feb. 18th 2019
Rizzetta & Company
L. Scott Green – Field Services Manager
The following are action items for Yellowstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. **Blue** indicates irrigation.

**Summary:** Field Services Inspection was conducted on 02/18/2019 with account manager Nelson De Sierra from Yellowstone Landscaping. A Yellowstone crew was on site working on service work, mowing etc. on the date and time of this inspection. Action items from last month’s report were completed minus one hedge row that was not trimmed, landscape up lighting has not been repaired and the large Ligustrums that needs to be trimmed off the roof at the clubhouse. All ponds have been mowed and string trimmed down to the water line as of the date and time of this inspection.

1. Reference Pic (1) Located at the amenities center Ornamental grasses have now been trimmed (cut back.)

2. Reference Pic (2) Pavers around the pool at the amenities center have crack weeds growing up through them that need to be treated with Herbicide for weed control.
3. Reference Pic (3) Located at along the front of the community there is a open irrigation control box. All irrigation control boxes need to be closed at all times as it could pose a hazard to a pedestrian walking.

4. Reference Pic (4) Located along pond bank there is hog damage that will cause and pose a hazard to service workers on mowers as it is rutted up and uneven. Ask contractor to inspect area and submit course of action and proposal to address area that has been torn up by hogs.

5. Reference Pic (5) Located at second entrance annuals still have good color, but will need to be rotated soon. Proposal for annual rotation has been submitted and once approved annuals will need to be rotated.
6. Reference Pic (6) Landscape edging has been installed on Bell Haven although the connection joints appear to have come apart. Ask contractor to go through new edging and reattach all the joints.

7. Reference Pic (7) Located on Bridgeton Ln. downed tree has been removed and all small palms have been trimmed and landscape beds have been re-edged and shaped.

8. Reference Pic (8) Landscape beds on Bell Haven have large voids of plant material that need to be filled in with new plant material. Ask contractor to submit proposal to install new plant material in these beds.
9. **Reference Pic (09)** Tree that has fallen from CDD conservation area has now been removed.

10. **Reference Pic (10)** Pond on Bell Haven has a large amount of turf weeds in the turf around the pond on the side next to the homes. Ask contractor to inspect this area and submit course of action to treat turf weeds in this area.

11. **Reference Pic (11)** Hedge row along wall needs to be trimmed as it is very high in areas. Referenced in last months report has not been completed.
12. Reference Pic (12) Located in the pool area of the Ventana subdivision large are large ant mounds in pool area that need to be spot treated and dirt disbursed of once mound is dead.

13. Reference Pic (13) Located at front of community there is dead plant material that needs to be removed and replaced.

14. Reference Pic (14) Located in the pool area of the Ventana subdivision large Ligustrum needs to be trimmed back as it is touching the roof to amenities and blocking the security light. Referenced in last months report , but has not been trimmed has of the date and time of this report.
15. Reference Pic (15) Located at the entrance of Ventana to the left hand side outbound lane there is a damaged landscape up lighting that needs to be repaired. Referenced in last months report.

16. Reference Pic (16) Natural area island median on Bell Haven has been cleaned out, but still needs to be treated with Crossbow and Herbicide for weed control.

17. Reference Pic (17) Another photo of the natural area in the median island of Bell Haven that needs to be treated with Herbicide for weed control.
Tab 8
### Waters Edge Action Item List

### Resident Correspondence Tracking

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<th>Timeframe</th>
<th>Number of Inquiries Received</th>
<th>Topics of Discussion</th>
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<tbody>
<tr>
<td>1/17/2019-2/20/19</td>
<td>1</td>
<td>A resident inquired about installing &quot;Beware of Alligators&quot; signage in the perimeter of the District's ponds to alert fellow residents of the presence of alligators.</td>
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### Current Open Items

<table>
<thead>
<tr>
<th>Date</th>
<th>Topic</th>
<th>Updates</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/27/2018</td>
<td>Erosion Repairs</td>
<td>Erosion Repairs and Landscape Enhancements have been performed at 11638 Belle Haven Drive and are under continuous discussion and assessment by the District Engineer and Yellowstone to remediate any deficiencies.</td>
</tr>
<tr>
<td>10/25/2018</td>
<td>Erosion Repairs</td>
<td>Resident at 1150 Belle Haven Drive was notified of the District Engineer's findings pertaining to their ground cover contributing to erosion on the pond bank behind their home. The resident has requested to have until February to lay down sod prior to the District commencing repairs. Greg is continuing to coordinate with the resident as appropriate with the sod installation coordination.</td>
</tr>
<tr>
<td>10/25/2018</td>
<td>Erosion Repairs</td>
<td>The District Engineer has been asked to assess other prospective erosion repairs throughout the District. This is an ongoing issue.</td>
</tr>
</tbody>
</table>
Tab 9
ADA Site Compliance

Waters Edge CDD

Website Compliance and Accessibility
Our Firm

ADA Site Compliance is a leading provider of website accessibility and solutions for businesses and government. Our team includes specialists in auditing and remediation, coding, PDFs and WCAG compliance. Entities of all sizes and across industries trust our expertise in making their digital assets usable and enjoyable for all while meeting the guidelines of the ADA.
The Florida Department of Economic Opportunity requires that all special district websites, by law, be fully accessible to those with disabilities. Community Development Districts (CDDs) and other special purpose entities must ensure that all content on their sites comply with the Americans with Disabilities Act, a 1990 federal law.
HEARING IMPAIRED

All media that can be heard – videos, sound bites – must have a written description.

VISUALLY IMPAIRED

Sites must be properly built to let assistive devices read all visual elements aloud to blind and low-vision users.

PHYSICALLY IMPAIRED

Keyboard shortcuts must permit disabled users to navigate a site without using a mouse.

“Accessible design is good design”
Steve Ballmer
Former CEO, Microsoft
Costs: Reputational & Monetary

- Web accessibility lawsuits are on the rise and continue to be backed by the U.S. Department of Justice.
- The cost to hire attorneys and pay associated fees can range from tens of thousands of dollars to the high-six-figures.
- Related costs include human capital, negative PR, stress on your district, and reputational damage via traditional and social media.

“We believe very deeply that accessibility is a human right”

Tim Cook
CEO, Apple
First Steps: Risk-Mitigation

Compliance Shield
A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.

Site Accessibility Policy
A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.

Compliance Audit Report
A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.
Option 1 – Audit & Remediation of Your Current Site

Phase 1

Technological Auditing

Technological auditing identifies up to 30% of the errors on a website. A detailed report indicates the line of code to be corrected, along with a screen shot of the error and a recommendation for remediating the issue.

Phase 2

Human Expert Auditing

Only human expert auditing can reveal the 70-80% of compliance failures that technological auditing cannot find. This applies both to webpages and PDFs, the latter of which can only be made accessible with human-expert-led remediation.
Option 2 – Site Migration

Phase 1
Migration of All Content
Our technical team migrates your existing website over to a brand new site built on accessible themes that ADA Site Compliance has designed and maintains – and that is proven to be compliant under the ADA.

Phase 2
Quality Assurance
Post-migration, our technical team tests your newly migrated site for the same WCAG 2.1-level criteria we use when auditing and remediating existing sites.
Web Developers and IT Teams are NOT Audit and Compliance Experts

Auditing correctly the first time saves you time and money.

Without human expert auditing, your website and PDFs will not be compliant, accessible, and usable.
Our Chief Technology Officer, Scott Rubenstein, and his analyst team directly oversee the migration and/or auditing and remediation of your district website. Our team draws on decades of experience to do far more than just identify compliance failures; we assess your current methods and suggest new best practices to help keep your website accessible. Our hands-on approach makes your remediation faster, easier, and less costly.
Option 1:

$5,900 (year one) - auditing & remediation of the existing Waters Edge CDD website

$1,500 (annually) - to ensure continued accessibility and compliance as WCAG standards change
- includes two hours of consulting and help desk access
- annual fee is waived in year one

$2.90 per page - PDF human expert auditing & remediation**

$190 per hour - additional consulting beyond two hours

Option 2:

$3,900 (year one) - migration of current site content to new, ADA-compliant format
- performed by experts in website coding & design

$900 (annually) - to ensure continued accessibility and compliance as WCAG standards change
- includes two hours of consulting and help desk access
- annual fee is waived in year one

$2.90 per page - PDF human expert auditing & remediation

$190 per hour - additional consulting beyond two hours

* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients

** PDF auditing & remediation is not included in either option
Contact Information

ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com
AdaSiteCompliance.com

“If you think compliance is expensive, try non-compliance.”
Statement of Work (SOW) Agreement to Perform Consulting Services

Date: January 11, 2019

Services Performed By: ADA Site Compliance, LLC

Services Performed For: Waters Edge CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement between Waters Edge CDD (“Client”) and ADA Site Compliance, LLC (“Contractor”), effective January 11, 2019 (the “Agreement”). This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the agreement, the terms of the SOW shall govern and prevail.

This SOW, effective as of January 11, 2019, is entered into by and between Contractor and Client for Client’s website www.watersedgecdd.org and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

Period of Performance

The services shall begin on the date of the Agreement’s execution and shall continue through completion or termination, subject to the termination provisions below.

Process & Engagement

ADA Site Compliance uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. We evaluate their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offer the solutions below. In both cases, we will deliver you a website that has been audited and remediated for substantial compliance with current standards.

Option 1 – Our team of human expert auditors performs manual compliance testing of your existing website using
screen reader software and keyboard shortcuts. This testing method best simulates the actual conditions a user with disabilities experiences when visiting your site and is therefore the most reliable gauge of its real-world accessibility. Our remediation team uses the resulting audit report to make all relevant fixes to your existing site via its source code. We then re-submit the fixed pages for round two of human auditing and a corresponding second round of corrections. This is to ensure all failures have been addressed and that no new ones were created in the process.

Throughout the process and afterward, you will receive quarterly technological audit reports that identify all errors that software can detect. Please note that software-based reports alone cannot identify 100% of accessibility failures; at best, they can uncover about one-third of them. As such, your technological reports are intended only as a general diagnostic of your site’s ongoing compliance health – not as a measure of your website’s overall accessibility.

**Option 2** – Our team will migrate your existing site to an accessible and compliant theme built and maintained by ADASC. Rizzetta & Company will continue to host and provide backup for your site. Post-migration, our audit and design teams will employ best efforts to ensure that your new website is substantially compliant with current standards. By building a new site on an accessible and compliant theme, we avoid the significant preparation and testing costs associated with Option 1. This is reflected in the price difference between the two options.

**Scope of Work & Deliverables**

Contractor shall provide the following services/deliverables for Client and its site, www.watersedgecdd.org:

**Technological & Human Expert Auditing (Option 1 only)**
- customized software-based and human expert auditing of the entire web domain
- detailed audit reports including the precise location in the code of each failure, a description of the error, a picture for visual context, and a suggested remediation step

**Site Migration (Option 2 only)**
- Contractor will migrate the content of Client’s existing website to one built on Contractor’s own themes that are known to be accessible and compliant with WCAG 2.1 standards
- content may include, but is not limited to, pictures, text, tables, video files, and forms
- some existing functionality/content, including that provided by third-party vendors, may be impossible to migrate “as is” from the existing site to the new one, in which case another solution may be required
- review by Contractor’s technical team leaders of the migrated site for quality assurance

**PDF Auditing & Remediation (if applicable)**
- Contractor will deliver fully accessible PDFs to Client
- document types may include, but are not limited to, meeting agendas, minutes, and budgets
- this service is not automatically included with either migration or auditing/remediation
- per-page pricing is included in the Fee Schedule section of this SOW

**Customized Accessibility Policy & Compliance Shield (Options 1 & 2)**
• indication of Client’s active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Client’s website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys
• statement of Client’s specific ongoing strides toward compliance with current WCAG standards – to be posted on the website (links to ADA Compliance Shield)
• alternate contact info for users to report inaccessible areas of Client’s website and to request assistance – to be posted on the website (links to ADA Compliance Shield)

Technical Support (Options 1 & 2)
• available to Client and/or its developers via email, phone, video, and (where feasible) in-person contact

Fee Schedule

Option 1:
$5,900 (year one) – auditing and remediation of the current Waters Edge CDD website
$1,500 (annually) – to ensure continued accessibility and compliance
$2.90 per page – PDF human expert auditing and remediation
$190 per hour – additional consulting beyond two hours (e.g. adding new site content, editing existing content)

Option 2:
$3,900 (year one) – migration of the current website to a new site built on ADA-compliant themes
$900 (annually) – to ensure continued accessibility and compliance
$2.90 per page – PDF human expert auditing and remediation
$190 per hour – additional consulting beyond two hours (e.g. adding new site content, editing existing content)

The above pricing reflects a 20% discount based on Client’s contract with Egis Insurance and Risk Advisors. One-half (50%) of the year-one fee for services is due at the time of the Agreement’s signing, with the balance due upon Client’s acceptance of the final deliverables.

The annual fee, to be paid one (1) year after the execution date of this SOW, includes Client’s continued use of Contractor’s Compliance Shield and Accessibility Policy; updates made to the Accessibility Policy to reflect changing standards and laws; quarterly technological auditing and reporting, and continued consulting.

Completion Criteria

Contractor will make all reasonable efforts to complete human expert auditing in an expeditious way. The process of migrating, auditing, and remediating website-based content is time-intensive and typically takes between thirty (30) and forty-five (45) days, per round, to complete. This excludes any time needed to remediate the identified failures and to validate their corrections. The total completion time for multiple rounds of human expert auditing may be three (3) to six (6) months in all. For sites of significant complexity, this term may be longer.

Contractor shall have fulfilled its obligations to Client when either of the following occurs:
• Contractor provides Client all deliverables above, and Client accepts these without unreasonable objections. If Contractor receives no response within seven (7) business days of delivery, this shall be deemed acceptance.
• Contractor and/or Client may cancel services not yet provided within sixty (60) business days with advance written notice to the other party.

Signatures

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

ADA SITE COMPLIANCE, LLC
By: ____________________________
Name: __________________________
Title: __________________________

WATERS EDGE CDD
By: ____________________________
Name: __________________________
Title: __________________________
| Tab 10 |
This Master Services Agreement (this "Agreement") is entered into as of January 11, 2019, between Waters Edge CDD, a community development district with notice address at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544 ("Customer") and ADA Site Compliance LLC, a Florida corporation with a place of business and notice address at 6400 Boynton Beach Boulevard, No. 742721, Boynton Beach, FL 33474 ("ADASC"), and shall become effective upon Customer and ADASC executing a Statement of Work, which shall be attached to this Agreement and incorporated herein by this reference. Customer and ADASC may also each be referred to herein individually as a "Party," and collectively as the "Parties."

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, wishing to be legally bound by this Agreement, agree as follows:

1. PRODUCTS AND SERVICES.

1.1. Statement(s) of Work. Pursuant to this Agreement, ADASC shall provide Customer with ADASC’s website and web application technological and/or human expert accessibility auditing and related services ("Services") and products and/or software (collectively, as applicable, the "Products") set forth in one or more statements of work to be mutually executed by the Parties that reference and are subject to the terms of this Agreement (each, a "SOW"). In return for such Services and Products, Customer shall pay ADASC the fees and expenses set forth in the applicable SOW/Proposal in accordance with the payment terms set forth herein and/or therein.

1.2. Customer Requested Changes. At any time, Customer may request a change to the Services or ‘Deliverables’ (defined below) that have been described in a SOW (in each case, a "Change"). Upon receipt of a Change request from Customer, ADASC agrees to respond in writing within five (5) business days of its receipt thereof, advising Customer of any additional cost, scheduling, or other impacts on the Services or Deliverables arising from the requested Change. If the Parties agree to proceed with any requested Change, the terms associated with such Change must be incorporated into an amendment to the applicable SOW that is mutually executed by the Parties prior to ADASC’s implementation of the Change.

1.3. Deliverables. Unless otherwise provided in a SOW, with respect to any compliance audit reports, data, software, tools or other works of any kind designated to be made, conceived, or developed by ADASC in connection with a SOW (collectively, as applicable, the "Deliverables"), Customer shall have the right to review such Deliverables upon their completion by ADASC only to determine if they conform to the applicable written specifications stated in the SOW (collectively, the "Acceptance Criteria"). Customer will notify ADASC within seven (7) business days of delivery of the Deliverables if, in Customer’s
good faith determination, the Deliverables have not met the Acceptance Criteria, and that therefore acceptance has not occurred. In the event acceptance of any Deliverables does not occur, ADASC will, at its cost, make any necessary changes to the Deliverable within a commercially reasonable time frame so that they conform to the Acceptance Criteria, and resubmit the Deliverables to Customer. If Customer does not, however, notify ADASC within seven (7) business days of the delivery of any Deliverables that such Deliverables have not met the Acceptance Criteria, the Deliverable shall be irrevocably deemed to conform to the specifications in the applicable SOW, and to have been irrevocably accepted by Customer.

2. FEES.

2.1. Contract Price. The fee for the services described in the SOW is $3,900, one half of which ($1,950) is to be paid upon execution by both parties of this Agreement. The balance is to be paid upon delivery to the client of the materials listed in the SOW. The annual fee for Customer's: a) continued use of ADASC's Compliance Shield and customized accessibility policy; b) receipt of quarterly technological audits and corresponding reports; c) policy updates to reflect relevant changes to existing compliance laws and regulations, and d) ongoing consulting with ADASC is $900, to be paid in full one (1) year after the execution of this Agreement.

3. INVOICES AND PAYMENTS.

3.1. Invoices. All payments are due within 30 days of the invoice date. Customer will reimburse ADASC for travel and other pre-approved expenses. All payments required by this Agreement are exclusive of federal, state or other governmental taxes and excises, and Customer will be responsible for all such taxes and amounts and agrees to defend and hold ADASC harmless from any claim against ADASC for any such amount.

3.2. Disputed Amounts. Customer may only withhold payment of amounts that it in good faith disputes to be due or owing ("Disputed Amounts"). In such case, Customer shall nonetheless pay any undisputed amounts and provide to ADASC a sufficiently detailed written explanation of the basis for its withholding of the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a "Dispute" (defined below) and subject to the resolution procedures provided in this Agreement. If it is determined that any Disputed Amounts are in fact owed to ADASC, Customer shall pay to ADASC such Disputed Amounts within five (5) days of such resolution, plus any applicable late fees, interest and/or ADASC's reasonable costs of collection, if any (e.g., agency fees, court costs, and reasonable attorneys' fees).
3.3. Late Payments. Late payments (other than Disputed Amounts that are determined not to be in fact due or owing to ADASC) not received within fifteen (15) days of the due date stated in all applicable SOWs will be subject to a late fee of 1.5% per month on all unpaid balances. Customer agrees that it will be responsible for all of ADASC’s costs and expenses, including collection agency fees, court costs, and reasonable attorneys' fees, incurred by ADASC to collect any monies owed by Customer or to otherwise enforce the terms of this Agreement. ADASC reserves the right to suspend or terminate Services and to withhold Products and/or Deliverables immediately without notice for non-payment of monies owed under this Agreement (including, in ADASC’s reasonable discretion, Disputed Amounts until the related Dispute is resolved).

4. TERM AND TERMINATION.

4.1. Term. This Agreement shall become effective when Customer and ADASC first execute a Proposal and shall remain in effect until terminated as provided herein ("Term").

4.2. Termination. This Agreement and/or any individual SOW may be terminated by either Party (i) in the event the other Party fails to cure or take reasonable steps to cure a breach of any material term of this Agreement or any applicable SOW within ten (10) business days of receipt of written notice describing such breach; or (ii) immediately upon the giving of written notice by such Party in the event the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon the appointment of a receiver, liquidator or trustee of any of the other Party’s property or assets, or upon liquidation, dissolution or winding up of the other Party's business.

4.3. Termination by Customer without Cause Prior to Commencement. If customer purports to terminate this Agreement in advance of the commencement of performance of the Services, ADASC shall be entitled to invoice Customer for, and Customer agrees to pay, all of ADASC’s internal and out-of-pocket expenses accrued prior to the date of termination, plus 50% of the total charges for the services projected to be performed during the first month of the work contemplated by the applicable SOW(s). Customer acknowledges that damages to ADASC for such termination of this Agreement or any SOW or Proposal are difficult, if not impossible, to ascertain and that the cancellation fee referenced in this paragraph shall be deemed reasonable liquidated damages for such early termination and not a penalty.

4.4. Termination by Customer without Cause After Commencement. If Customer purports to terminate this Agreement or any SOW early for any reason other than for ADASC’s uncured breach, or if ADASC terminates this
Agreement early for reasons relating to Customer’s breach and not for ADASC’s convenience, Customer shall be responsible to pay a cancellation fee equal to fifty percent (50%) of the total remaining contract amount that would have otherwise been payable to ADASC had this Agreement not been so terminated. Customer acknowledges that damages to ADASC for such termination of this Agreement or any SOW are difficult, if not impossible, to ascertain and that the cancellation fee referenced in this paragraph shall be deemed reasonable liquidated damages for such early termination and not a penalty.

4.5. **Effect of Termination.** Upon termination of this Agreement as provided hereunder (a) each Party may demand the immediate return of all Confidential Information (defined below) in possession of the other Party, (b) Customer may demand the immediate return of all Customer Materials, and (c) Customer shall promptly pay all amounts payable hereunder with respect to Services provided and Products and Deliverables delivered prior to termination and any accrued late fees and/or liquidated damages.

5. **REPRESENTATIONS, WARRANTIES & COVENANTS**

5.1. **General.** ADASC represents, warrants, and covenants ONLY that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with current website accessibility compliance industry standards; and (b) neither the Services nor any Product provided by ADASC shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Customer represents, warrants, and covenants that it shall not use the Services, Products or Deliverables in any manner contrary to applicable law. Each Party also represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.

5.2. **Disclaimer of All Other Warranties.** CUSTOMER AGREES THAT ITS ACCESS TO, AND USE OF, THE PRODUCTS AND SERVICES ARE ON AN "AS-IS," AND "AS AVAILABLE" BASIS. CUSTOMER ACKNOWLEDGES THAT ASSESSING ACCESSIBILITY AND REMEDIATION IS HIGHLY COMPLEX, SUBJECTIVE AND CHANGEABLE, AND AS SUCH, ACHIEVING ABSOLUTE OR TOTAL COMPLIANCE IS NOT POSSIBLE. ADASC MAKES NO WARRANTY THAT THE SERVICES WILL FIND ALL ACCESSIBILITY CONCERNS IN CUSTOMER’S WEBSITES, APPS, PDFS OR SERVER(S), OR THAT THE SUGGESTED SOLUTIONS AND ADVICE PROVIDED IN ANY REPORT ADASC MAY PROVIDE TO CUSTOMER FROM TIME TO TIME WILL BE COMPLETE OR ERROR-FREE. WHILE TECHNOLOGICAL AUDITING SUCH AS THAT PROVIDED BY ADASC (WHICH TYPICALLY CAN DETECT APPROXIMATELY 30% OF ACCESSIBILITY ISSUES) MAY BE A GOOD STARTING POINT IN CUSTOMER’S EFFORTS TOWARD COMPLIANCE, HUMAN EXPERT AUDITING IS ALSO NECESSARY. THEREFORE, ADASC STRONGLY RECOMMENDS THAT CUSTOMER REGULARLY ENGAGE IN HUMAN EXPERT AUDITING AND
TECHNOLOGICAL AUDITING OF ITS WEBSITE(S), APP(S) AND SERVER(S) IN ORDER TO ASSURE THE HIGHEST POSSIBLE LEVEL OF ACCESSIBILITY, COMPLIANCE AND USABILITY. ADASC DOES NOT GUARANTEE ANY SPECIFIC LEVEL OF ACCESSIBILITY OR COMPLIANCE AND Assumes NO RESPONSIBILITY IN THE EVENT A CLAIM IS MADE AGAINST CUSTOMER BASED UPON OR ALLEGING A LACK OF OR FAILURE IN ACCESSIBILITY OR COMPLIANCE WITH APPLICABLE ACCESSIBILITY LAWS, REGULATIONS AND/OR STANDARDS. ADASC SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5.3. Customer’s Covenant of Compliance with Laws. Customer is solely responsible for complying with all applicable laws pertaining to Customer’s website, web applications and business, including, without limitation, tax laws, laws governing electronic commerce, US Export laws and laws related to accessibility. Customer agrees to indemnify, defend and hold ADASC harmless from any claims, losses or proceedings, including ADASC’s reasonable attorneys’ and experts’ fees incurred in defending any such claim or proceeding, arising out of Customer’s breach of this Section. This Section survives termination of this Agreement for any reason.

6. CONFIDENTIALITY & NON-SOLICITATION.

6.1 Confidentiality. Except as provided in ADASC’s Privacy Policy that may be accessed at www.adasitecompliance.com, and incorporated herein by reference, ADASC and Customer each agree to hold the other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. Each Party agrees to use the Confidential Information of the disclosing party only for purpose of performing the Party’s obligations under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party of any Confidential Information of the disclosing party, but in no event less than reasonable care. As used in this Agreement, "Confidential Information" shall mean non-public, proprietary information including, without limitation, any information, technical data or know-how relating to ideas, inventions, concepts, software, designs, specifications, processes, data, source code, object code, research and development, and information related to finances, costs, prices, vendors, customers and employees which is disclosed by a Party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or by visual inspection, to the other Party or any of its employees or agents. The obligations to protect Confidential Information under this section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party’s possession prior to disclosure by the
disclosing party; (c) became rightfully known to the receiving party, without confidentiality restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure; (e) is or was developed independently by the receiving party without use of the Confidential Information and without violation of any confidentiality restriction; or (f) is required to be disclosed by law.

6.2. Non-Solicitation. The parties recognize that their respective employees, contractors and consultants (and such persons' loyalty and services), constitute valuable assets of each Party. Accordingly, neither Party shall, during the Term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee, any sub-contractor or independent consultant of the other Party with whom such Party had contact pursuant to this Agreement, except that nothing herein shall prevent the hiring of a person who responds to a general advertisement or solicitation. The remedy at law for any breach of the foregoing provisions may be inadequate and, in addition to any other remedy it might have, the aggrieved party shall be entitled to seek injunctive relief without proof of irreparable injury and without posting bond. This Section survives termination of this Agreement for any reason.

7. INTELLECTUAL PROPERTY.

7.1. ADASC Materials. Except as provided herein, as between the Parties, ADASC shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights (collectively, "IP") of ADASC used in or otherwise associated with the Services, Deliverables and Products provided to Customer hereunder, and (ii) all works, designs, trade secrets, technical specifications and data, know-how and show-how, inventions, concepts, ideas, and improvements which are authored, conceived, devised, developed, reduced to practice or otherwise obtained by ADASC which arise out of ADASC's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively "ADASC Materials"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive ADASC of any of its intellectual property or other proprietary interests associated therewith. Subject to the foregoing, ADASC grants Customer a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Products, Deliverables and the ADASC Materials in connection with the ordinary and intended use by Customer thereof as provided hereunder and in the applicable SOW, including viewing, downloading and printing the Deliverables for Customer’s internal use without posting, distributing or modifying the same, and without in any case removing ADASC’s copyright, trademark or other intellectual property ownership notices.
7.2. Customer Materials; Publicity and Trademarks. Except as provided herein, as between the Parties, Customer shall retain all right, title, and interest in and to all IP of Customer provided or made available to ADASC in connection with ADASC’s Services (collectively "Customer Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Customer of any of its intellectual property or other proprietary interests associated therewith. Subject to the foregoing, Customer grants ADASC a non-exclusive, non-transferable worldwide limited right and license to access and use such Customer Materials in connection with the provision of the Services, Products and Deliverables to Customer hereunder. Further, Customer permits ADASC to identify Customer as a customer of ADASC in ADASC's marketing materials (including using Customer’s name and logo for such limited purposes).

7.3 Right to Display ADASC Compliance Shield / Accessibility Policy. If authorized by ADASC, Customer may display an ADASC-provided compliance shield and customized accessibility policy on its websites or web applications. The provided ADASC compliance shield and customized accessibility policy shall remain under the full ownership and control of ADASC. ADASC shall retain the right at any time and in its sole discretion to withdraw its authorization to display such compliance shield and customized accessibility policy. Customer is expressly prohibited from using an ADASC compliance shield and customized accessibility policy for any purpose not specifically authorized by this Agreement or by an applicable SOW, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

8. INDEMNITY.

8.1 Customer agrees to indemnify, hold harmless, and defend ADASC, its officers, directors, employees, agents, representatives, insurers and affiliates from and against all damages, losses, liabilities, penalties, costs or expenses (including reasonable attorneys' fees and expenses) relating to, caused by or arising out of (i) Customer's breach of this Agreement or (ii) any claim, demand, litigation, suit, proceeding, judgment or other legal action initiated by any party other than Customer and based on, arising from or related to Customer's use of the Services or Products (other than claims that the Deliverables or Products infringe a third party’s intellectual property rights).

9. LIMITATIONS OF LIABILITY.

9.1 In no event shall ADASC be liable to Customer or any other party for any incidental, special, indirect, exemplary, or consequential damages of any kind, including, without limitation, lost profits, loss of time, money, data or goodwill, which may arise out of this Agreement (including any SOW) or the performance
hereof, regardless of whether ADASC has been advised, has reason to know, or in fact knows of the possibility thereof. In no event shall ADASC be liable to Customer for (i) any unauthorized access to or alteration of transmissions or data; or (ii) any server, network or website issues caused directly or indirectly by ADASC's technological and/or human expert accessibility testing, scanning and/or auditing processes. If, notwithstanding the other provisions of this Agreement, ADASC is found to be liable to Customer for any damage or loss which arises out of or relates to this Agreement or Customer's use of the Services or Products, ADASC's liability shall in no event exceed the lesser of (i) the actual damages of Customer and (ii) the total of any fees paid by Customer to ADASC in the six (6) months prior to the date of the initial claim made by Customer against ADASC. Any Claim for damages against ADASC hereunder must be made within one (1) year of the occurrence of the incident to which such claim relates or be forever barred. The limitations and exclusions set forth in this Section shall apply to all claims or causes of action, whether liability is asserted in contract or tort. This sub-paragraph shall survive termination of this Agreement. Customer understands that the limitations set forth above allocate the risks under this agreement between ADASC and Customer and that ADASC’s pricing reflects and is conditional upon this allocation of risk and limitation of liability. These limitations shall apply notwithstanding any breach of a fundamental term of this Agreement, or the failure of essential purpose of any limited remedy. The Services in no event include ADASC acting as an expert witness on Client’s behalf or otherwise providing litigation support services. In the event that ADASC is requested, pursuant to subpoena or order issued pursuant to a valid legal process, to provide testimony or produce documents relating to the Services in judicial or administrative proceedings to which ADASC is not a Party or to which ADASC is named as a co-defendant with Client, ADASC shall, unless expressly prohibited by law, notify Client of the request within a reasonable period of time under the circumstances and, to the extent practicable, prior to providing any response. ADASC shall be reimbursed by Client at ADASC’s then-standard billing rates for ADASC’s professional time and expenses, including reasonable attorneys’ fees, incurred in responding to such request. Client shall be permitted all reasonable opportunities under the circumstances to protect their privileges and interests at their own cost and expense, and ADASC shall take all steps reasonably necessary or appropriate under the circumstances to permit them to assert all applicable rights and privileges with regard to the requested materials in the appropriate forums, and shall cooperate with them in a commercially reasonable manner in any proceeding relating to the disclosure sought.

9.2 Customer acknowledges and agrees that for ADASC to perform the Services, it must, in some cases, give ADASC remote access to areas behind logins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, the “System”), and agrees that it will furnish to ADASC all necessary information and/or user names and passwords required to do so. ADASC agrees to follow commercially reasonable security policies for accessing Customer’s System including any specific
security procedures as may be communicated to ADASC by Customer in writing prior to ADASC accessing the System. Notwithstanding the foregoing, Customer acknowledges that access is given to ADASC at Customer’s sole risk and peril. Customer acknowledges that it has created a backup copy of all data that may be affected by ADASC’s access to the system. ADASC shall not be responsible for creating backup copies of such data and information, and in no event shall ADASC be responsible for any direct or indirect damage or other problems arising out of or caused by ADASC’s access to customer’s system to perform the Services.

10. GENERAL PROVISIONS.

10.1. Order of Precedence. The terms of this Agreement and any SOW are intended to complement each other, and to the extent they conflict, the terms of any SOW shall supersede conflicting terms and conditions in this Agreement, but solely with respect to Services or Products provided pursuant to such SOW.

10.2. Subcontractors. Unless otherwise provided in a SOW, ADASC may provide Services hereunder through subcontractors and/or affiliates.

10.3. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the Parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, a "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either Party to the other Party. If the Parties cannot resolve the Dispute within ten business days, then the Parties shall attempt to settle the Dispute by mediation, and if mediation is unsuccessful, then by arbitration held in Palm Beach County, Florida pursuant to the Rules of the American Arbitration Association. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Palm Beach County, Florida for purposes of any claims for equitable relief related to this Agreement and waive any defense of inconvenient forum. The prevailing party in any such dispute shall be entitled to claim from the arbitrator or court its costs and fees incurred in litigating any such dispute, including reasonable attorney’s fees, court and experts’ costs through all appeals.

10.4. Status. ADASC is an independent contractor and not an employee, agent or representative of Customer. Nothing in this Agreement shall be construed as creating an employer-employee, partnership, joint venture or agency relationship.

10.5. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed duly given if delivered to a Party at its address set forth in the signature block of the latest SOW (or the most recent address provided by such Party for notice purposes) by (i) hand delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery service.
A notice shall be deemed received on date of delivery, if hand delivered or delivered by overnight delivery service (as reflected in the carrier’s records), or five (5) days from date of mailing, if mailed by certified mail.

10.6. Entire Agreement; Severability. This Agreement, together with any SOWs, sets forth the entire agreement of the Parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

10.7. Assignment. This Agreement may not be assigned by Customer except with the prior written consent of ADASC. ADASC may assign this Agreement without Customer’s consent to the purchaser in connection with a sale of ADASC's business, provided the purchaser agrees to assume all obligations of ADASC hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful permitted assigns.

10.8. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument duly executed by each Party. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the Party who might assert such breach. Any failure or delay by either Party to exercise any right, power, or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement on that or any subsequent occasion.

10.9. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without reference to conflicts of law principles that would cause the application of the law of any other jurisdiction.

10.10. Force Majeure. If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

10.11. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties & Covenants), Section 6 (Confidentiality & Non-Solicitation), Section 7 (Intellectual Property), Section 8 (Indemnity), Section 9 (Limitation of Liability), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.
10.12 Waiver Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such Party’s right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

10.13 Counterparts. By using ADASC’s Services, Customer consents to have this Agreement provided in electronic/digital form. Please print a copy of this document for your records. This Agreement and any modification may be executed and delivered (including by facsimile, portable document format (.pdf) transmission, or via any online e-signature platform) in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement.

10.14 No Construction Against the Drafter. In the interpretation of this Agreement, the ‘contra proferentem’ rule of contract construction shall not apply, this Agreement being the product of negotiations between commercially sophisticated Parties, and therefore shall not be interpreted in favor of or against any Party by the sole reason of the extent to which such Party or its professional advisors participated or did not participate in the drafting of this Agreement.

10.15 Headings. Headings included herein are for convenience only and shall not be used to construe or interpret this Agreement.

In witness whereof, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.

**ADA SITE COMPLIANCE, LLC**

By: ________________________________

Name: ______________________________

Title: ______________________________

**WATERS EDGE CDD**

By: ________________________________

Name: ______________________________

Title: ______________________________

In witness whereof, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.